

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 17, 2006

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Kustom Signals Inc. 9325 Pflumm Road Lenexa, KS 66215	TELEPHONE: Mike Peine (800) 458-7866
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Sgt. Kevin Beasley Speed Measurement Devices, Radar and Lidar– Michigan State Police	
CONTRACT PERIOD: From: February 24, 2003 To: February 24, 2007	
TERMS Net	SHIPMENT 30 Days A.R.O.
F.O.B. Delivered	SHIPPED FROM Chanute, KS
MINIMUM DELIVERY REQUIREMENTS One (1) Unit	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby **EXTENDED** for one year until **February 24, 2007**. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request (Mary Beiriger) on 11/2/05 and agency agreement (Sgt. Kevin Beasley) on 2/15/06.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$850,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 29, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Kustom Signals Inc. 9325 Pflumm Road Lenexa, KS 66215	TELEPHONE: Mike Peine (800) 458-7866
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Sgt. Kevin Beasley Speed Measurement Devices, Radar and Lidar– Michigan State Police	
CONTRACT PERIOD: From: February 24, 2003 To: February 24, 2006	
TERMS Net	SHIPMENT 30 Days A.R.O.
F.O.B. Delivered	SHIPPED FROM Chanute, KS
MINIMUM DELIVERY REQUIREMENTS One (1) Unit	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Please be advised that in compliance with the terms and conditions of this agreement, the state has elected to execute one of its two contract extensions for one year. The new expiration date will be February 24, 2006.

Please note: The state contact person has been changed to Sgt. Kevin Beasley (517) 336-6651.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request from the Michigan State Police, and agreement from Mary Beiriger, dated March 17, 2005.

TOTAL ESTIMATED CONTRACT VALUE IS INCREASED TO: \$850,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 14, 2003

NOTICE
TO
CONTRACT NO. 071B3001227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Mike Peine (800) 458-7866
Kustom Signals Inc. 9325 Pflumm Road Lenexa, KS 66215		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0305 Jeffrey A. White
Contract Administrator: John Faccio Speed Measurement Devices, Radar and Lidar– Michigan State Police		
CONTRACT PERIOD: From: February 24, 2003 To: February 24, 2005		
TERMS		SHIPMENT
Net		30 Days A.R.O.
F.O.B.		SHIPPED FROM
Delivered		Chanute, KS
MINIMUM DELIVERY REQUIREMENTS		
One (1) Unit		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I2000383, this Contract Agreement and the vendor's quote dated 9/26/02. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Please refer to Pricing Sheet for price breakdown.

Date _____

CONTRACT NO. 071B3001227
TABLE OF CONTENTS

<u>SECTION I - REQUIREMENTS</u>	1
I-A INTRODUCTION	1
I-B REQUIRED INFORMATION	1
1. STAFFING AND SUB-CONTRACTORS	1
2. SECURITY	1
3. RECYCLING/ENVIRONMENTAL AWARENESS	1
4. RECYCLING/ENVIRONMENTAL AWARENESS (continued)	2
B. PRODUCT QUALITY	2
1. SPECIFICATIONS	2
2. CERTIFICATION TESTING	2
3. CERTIFICATION TESTING (continued)	3
4. CERTIFICATION REPORTING	3
C. SERVICE	3
1. ORDERING/CUSTOMER SERVICE	3
2. TRAINING	3
3. SPECIAL PROGRAMS	4
D. DELIVERY	4
1. TIME FRAMES	4
2. MINIMUM ORDER	4
3. F.O.B. POINT	4
4. PACKAGING	4
5. PALLETIZING	4
<u>SECTION II - GENERAL CONTRACT PROVISIONS</u>	5
II-A GENERAL	5
II-B ISSUING OFFICE	5
II-C CONTRACT ADMINISTRATOR	6
II-D CONTRACT TERM	6
II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE	6
II-F NO WAIVER OF DEFAULT	6
II-G REVISIONS, CONSENTS, AND APPROVALS	7
II-H SEVERABILITY	7
II-I SURVIVOR	7
II-J GOVERNING LAW	7
II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)	7
II-L HEADINGS	7
II-M INCURRING COSTS	7
II-N NEWS RELEASES	8
II-O CONTRACTOR RESPONSIBILITIES	8
II-P PERFORMANCE REVIEWS	8

II-Q	AUDIT OF CONTRACT COMPLIANCE	8
II-R	SAFETY AND ACCIDENT PREVENTION	9
II-S	WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT	9
II-T	ASSIGNMENT.....	9
II-U	DELEGATION.....	9
II-V	DISCLOSURE.....	9
II-W	TAXES.....	9
II-W	TAXES (continued)	10
II-X	PRICE ADJUSTMENTS.....	10
II-Y	ADDITIONAL PRODUCTS/SERVICES.....	10
II-Z	CONTRACTOR'S LIABILITY INSURANCE.....	11
II-AA	INDEMNIFICATION	13
II-BB	CONTRACT DISTRIBUTION.....	15
II-CC	ACCOUNTING RECORDS	15
II-DD	NON-DISCRIMINATION CLAUSE.....	15
II-EE	CANCELLATION.....	15
II-FF	NOTICE AND RIGHT TO CURE.....	17
II-GG	ELECTRONIC FUNDS TRANSFER.....	17
II-HH	MODIFICATION OF CONTRACT	17
II-II	UNFAIR LABOR PRACTICES	18
II-JJ	FORM, FUNCTION, AND UTILITY	18
II-KK	CONTRACT PAYMENT SCHEDULE.....	18
II-LL	PROHIBITED PRODUCTS.....	18
II-MM	RECYCLED CONTAINERS	18
II-NN	RIGHT TO KNOW ACT (Act 80 of 1986).....	19
II-PP	QUALITY ASSURANCE.....	19
II-QQ	INSPECTION	20
II-RR	TECHNOLOGICAL ADVANCEMENTS.....	20
II-SS	FACTORY REPAIR FACILITIES	20
II-TT	MINIMUM WARRANTY	20
II-UU	PRODUCT INFORMATION.....	20
II-VV	NON STATE AGENCY REQUIREMENT	21
II-WW	OPTION PRICE TERMS	21

<u>PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT</u>	22
<u>PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT</u>	23
<u>PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT</u>	24
<u>STANDARD FOR THE PROCUREMENT OF SPEED-MEASUREMENT EQUIPMENT</u>	25
<u>ITEM LISTING</u>	26
SPEED MEASUREMENT DEVICES, OPPOSITE DIRECTION.....	26
Model: PRO-1000DS.....	26
SPEED MEASUREMENT DEVICES, OPPOSITE DIRECTION.....	27
SPEED MEASUREMENT DEVICES, SAME DIRECTION (K Band)	28
SPEED MEASUREMENT DEVICES, SAME DIRECTION (Ka Band).....	29
SPEED MEASUREMENT DEVICES, SAME DIRECTION, DIRECTION SENSING	30
SPEED MEASUREMENT DEVICES, HAND HELD LIDAR.....	31
SPEED MEASUREMENT DEVICE OPTIONS	32
SPEED MEASUREMENT DEVICE OPTIONS	33



SECTION I - REQUIREMENTS

I-A INTRODUCTION

This is a Contract for Radar and Lidar Speed Measurement Equipment.

I-B REQUIRED INFORMATION

1. STAFFING AND SUB-CONTRACTORS

- a) The Contractor must be able to provide appropriate staff to properly service the Contract.
- b) A list all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted, are included, if applicable.

2. SECURITY

This contract may require frequent deliveries to State of Michigan facilities.

Upon review of the security measures taken by the contractor, the State will decide whether to issue State ID badges to the contractors delivery personnel or accept the ID badge issued to delivery personnel by the contractor.

The State may decide to also perform a security background check. If so, the contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

3. RECYCLING/ENVIRONMENTAL AWARENESS

Contractor are encouraged to engage in recycling and/or environmental awareness efforts, such as, green factory initiatives, recycled containers, re-use of materials, minimization of scrap material, etc.

Contractors are encouraged to offer products containing recovered materials suitable for the intended use. By doing so, the contractor warrants the product(s) as at least functionally equivalent to the bid specifications. "Recovered material" is defined as post-consumer waste (any product generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition), and secondary waste (industrial by-products as in wastes generated after completion of a



4. **RECYCLING/ENVIRONMENTAL AWARENESS (continued)**

manufacturing process that would normally not be reused). All contractors were requested to indicate in their proposal the percentage of recycled materials, if any, contained in each item bid.

Contractor shall identify any mercury containing products being offered, and shall provide mercury-free alternatives, when available.

B. PRODUCT QUALITY

1. **SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this "Contract Agreement" and/or copies of specifications attached.

All speed measurement devices must meet the minimum standards in the Michigan Speed Measurement Task Force, Standards For The Procurement of Speed Measurement Equipment, dated July 10, 2000, and the Michigan State Police, Performance Specifications For Speed-Measurement Equipment, date July 10, 2000.

ONLY speed measurement devices that appear on the International Association of Chiefs of Police (IACP) Consumer Product List (CPL), for Radar and Lidar Devices, in effect and published on September 26, 2002, shall be considered for purchased and use in Michigan under contracts resulting from ITB 071I2000383. This would be the IACP/CPL dated July 2002, for Police Traffic Radar Speed Measurement Devices, and the Lidar Speed Measuring Devices List, dated August 11, 1999.

It shall be the manufacturer's responsibility to maintain an active certification of equipment on the IACP CPL, throughout the Contract period without lapse in effective dates. Failure to maintain an active certification may be cause for the State of Michigan to hold the contractor in default.

2. **CERTIFICATION TESTING**

All units to be provided on contract(s) must be certified in accordance with Michigan Speed Measurement Task Force Standards for the Procurement of Speed-Measurement Equipment, dated July 10, 2000. Prices include the cost of certification testing. If a device fails, all cost of retesting shall be the responsibility of the contractor.

The Michigan Speed Measurement Task Force Standards require that "All devices shall be electronically pre-tested by the manufacturer for compliance with the IACP standard and an official Certificate of



3. **CERTIFICATION TESTING (continued)**

Compliance for use in the State of Michigan be completed and forwarded with the device before they are put into us in Michigan. Any additional testing, beyond the manufacturer's testing, can be achieved through the IACP.

4. **CERTIFICATION REPORTING**

All manufacturer's will be required to compile and report the following information every six (6) months: manufacturer, date certified, model of device, serial number, agency to which the device was shipped, name of person that certified the device, and the State of Michigan Contract Number applicable to the sale of the unit.

Reports are to be submitted to the Michigan State Police, Traffic Services Section, 714 South Harrison Road, East Lansing, MI 48823, attention Sergeant John Faccio, Special Operations Division (517) 336-6651.

Reports may be mailed, or a copy on a disk may be mailed to the above address, or submitted via e-mail to Faccio@michigan.gov. Reports shall be in an Excel Spreadsheet format to be provided by Sergeant Faccio.

C. **SERVICE**

1. **ORDERING/CUSTOMER SERVICE**

The Contractor has provided a statewide toll-free phone number for phone orders and service. (1-800-458-7866) Contractor shall have internal controls, approved by Acquisition Services, to insure that orders are placed by authorized individuals with the State. **The Contractor shall verify orders which have quantities that appear to be abnormal or excessive.**

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly.

2. **TRAINING**

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

**3. SPECIAL PROGRAMS**

The State is interested in any other special programs that vendor's may have.

D. DELIVERY**1. TIME FRAMES**

It is requested that all orders be delivered within thirty (30) calendar days after receipt of order.

2. MINIMUM ORDER

Minimum order is one (1) unit.

3. F.O.B. POINT

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders.

4. PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate. The state reserves the right of final approval on packaging offered by the contractor.

5. PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**SECTION II - GENERAL CONTRACT PROVISIONS****II-A GENERAL**

This contract is for Radar and Lidar Speed Measurement Equipment for the State of Michigan and Authorized Local Units of Government. Exact quantities to be purchased are unknown, however, as the successful contractor you will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and neither the State nor the Authorized Local Units of Government are not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form. Orders may also be issued directly by local units of government (see attached Non-State Agency Statement).

The Contract(s) is a Unit Price Contract.

Attached is a listing of State agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. However, if the Contractor and the State agree, additional State agencies and Authorized Local Units of Government may participate should the need develop.

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of State Police, hereinafter known as MSP. Where actions are a combination of those of Acquisition Services and MSP, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Jeffrey A. White
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0305
whitej1@michigan.gov

**II-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Sgt. John Faccio
Dept. of State Police
Traffic Services Section
714 S. Harrison Rd.
East Lansing, MI 48823
FaccioJ@michigan.gov or (517) 336-6651, fax (517) 336-6259

II-D CONTRACT TERM

The term of this Contract will be for a two (2) year period and will commence with the issuance of a Contract. This will be February 24, 2003 through February 24, 2005. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. 071I2000383.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contained information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**II-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

II-H SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**II-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State, and then only to persons designated.

II-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract includes a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. Any change in subcontractors must be approved by the State, in writing, prior to such change. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

II-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with MSP may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

II-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

II-T ASSIGNMENT

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

II-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

II-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

II-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

**II-W TAXES (continued)**

- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE ADJUSTMENTS

Prices are the maximum for the entire length of the Contract.

The successful contractor may offer lower prices at any time based on market conditions. Lower prices may be offered on an individual project basis, or prices may be decreased on an item by item basis to be effective for all purchases in reference to the contract.

Acquisition Services reserves the right to consider various pertinent information sources to evaluate price change requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases but prices can never exceed the original contract price, and changes may be requested by either party.

Requests for price changes, other than project specific changes, shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

II-Y ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.



II-Z CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is **PRIMARY** and **NON-CONTRIBUTING** to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☒) below:

- ☒ 1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- ☒ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- ☒ 5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

- ☐ 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage: *(to be used if contracting for insurance agents, accountants, lawyers, architects, engineers and surveyors.)*



- ☐ \$1,000,000 each occurrence and \$3,000,000 annual aggregate
 - ☐ \$3,000,000 each occurrence and \$5,000,000 annual aggregate
 - ☐ \$5,000,000 each occurrence and \$10,000,000 annual aggregate
- ☐ 7. Medical Professional Liability, minimum coverage (*Medical Professional Liability Insurance is required anytime the State contracts with a medical professional. If a single practitioner will be providing services on site at an agency facility, CGL is NOT required.*)
- ☐ \$100,000 each occurrence and \$300,000 annual aggregate (*for single practitioner*)
 - ☐ \$200,000 each occurrence and \$600,000 annual aggregate (*for single practitioner*)
 - ☐ \$1,000,000 each occurrence and \$5,000,000 annual aggregate (*for group practice*)

II-AA INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of



them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

II-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

II-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent



threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

II-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (www.michigan.gov/doingbusiness).

II-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any



changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

II-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

II-LL PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

II-MM RECYCLED CONTAINERS

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the



purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-NN RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

II-PP QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-QQ INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

II-RR TECHNOLOGICAL ADVANCEMENTS

In the event materials, supplies, or equipment are improved, the State of Michigan shall be notified of such improvements and given the option to accept or reject the change(s). Request for changes shall be submitted in writing to Acquisition Services at least thirty (30) days prior to their effective date, and are subject to written acceptance before becoming part of the State of Michigan Contract. The new equipment must meet or exceed all specifications of previously supplied equipment, and shall be supplied at no additional charge.

II-SS FACTORY REPAIR FACILITIES

The contract shall contain a list of factory authorized repair facilities located in the State of Michigan and adjacent states for the speed measurement equipment devices offered in the contract.

The contractor shall be responsible for return shipping and handling cost from the manufacturers repair facility for all services provided for the life of the speed measurement equipment.

II-TT MINIMUM WARRANTY

All speed measurement devices, antennas, associated mounting brackets, connecting cables, and weather protective covering, and construction shall be fully warranted against all defects in materials and/or workmanship for a minimum of two (2) years. All parts and labor are to be furnished by the manufacturer.

The contractor shall be responsible for return shipping and handling cost from the manufacture's repair facility for all services provided for the life of the speed measurement equipment.

II-UU PRODUCT INFORMATION

The successful contractor may be required to provide approximately 500 sets of product information to Acquisition Services for distribution to State Agencies and Authorized Local Units of Government with contracts.



II-VV NON STATE AGENCY REQUIREMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, we have developed an Extended Purchasing Program. This program extends the use of state contracts to authorized local units of government and public transit authorities. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate. Our major objective is to insure that authorized local units of government and public transit authorities secure a greater return for the expenditure of public funds.

Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment remitted by authorized local units of government and public transit authorities on a direct and individual basis in compliance with contract terms and conditions. Orders received from non-approved local units of government and public transit authorities shall not be considered unless prior approval is granted by DMB-Acquisition Services.

All contracts shall be available for purchases by authorized local units of government and public transit authorities. Therefore, all contractors shall honor orders on all contracts from State of Michigan authorized local units of government.

II-WW OPTION PRICE TERMS

Please be advised that the State of Michigan requested pricing for the options identified on the attached item listing. However, the state reserves the right to make any or all of the items a part of the contract(s). Prices shall not exceed the vendor's usual and customary charges. Furthermore, the State reserves the right to require the contractor to provide supportive documentation throughout the contract period.

**PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT**

Michigan State Police
Revision January 29, 2002

This standard applies to speed-measurement equipment procured by law enforcement agencies for use in speed-enforcement programs in Michigan.

Radar Equipment

1. The radar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). In order to promote these model specifications, the International Association of Chiefs of Police (IACP) maintains a CONSUMER PRODUCTS LIST that identifies all radar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular radar model meets those specifications will be that the device model is on IACP's CONSUMER PRODUCTS LIST.
2. The device shall be capable of measuring target vehicle speeds over the minimum speed range of 15 m.p.h. to 129 m.p.h.
3. Hand-held radar devices shall only transmit electromagnetic energy when a finger-operated trigger is pulled. When this trigger is released, the hand-held device shall cease to transmit electromagnetic energy; i.e., return to the RF-standby mode. No mechanism shall exist to lock the trigger in the transmit mode.
4. Fixed-mounted radar devices shall possess a suitable hardware for safely mounting the antenna and display module. Instructions for using this hardware shall be contained in the operator's manual for the radar device. This hardware and recommended mounting procedures shall take into account driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.
5. The target-signal processor channel and target-speed display shall function as specified in the test procedure in section 1221.79(g) of the NHTSA Model Performance Specifications at a speed of 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the stationary or moving mode. The target-signal processor channel and target-speed display shall function as specified in the test procedure in section 1221.79(g) of the NHTSA Performance Specifications at a speed of 129 m.p.h. (206km/h) or the highest speed specified by the manufacturer, whichever is higher, when operating in the stationary or moving mode.
6. The patrol signal-processor channel and patrol-speed display shall function as specified in the test procedure in section 1221.79(g)(3) of the NHTSA Model Performance Specifications at speeds down to 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the moving mode. The patrol signal-processor channel and patrol-speed display shall function as specified in the test procedure in section 1221.79(g)(3) of the NHTSA Model Performance Specifications at a patrol speed of 79 m.p.h. (126 km/h) or the highest speed specified by the manufacturer, whichever is higher, with target speeds to at least 129 m.p.h.
7. The minimum range for acquiring an approaching target, which is similar in size, shape and composition to a mid-sized, late-model automobile, shall be as follows:
 - a. Stationary-mode operation:
 - i. 300 ft. for the target vehicle traveling at 20 m.p.h.
 - ii. 1500 ft. for the target vehicle traveling at 60 m.p.h.
 - b. Moving-mode (opposite-direction) operation:
 - i. 600 feet for the target vehicle traveling at 30 m.p.h., with the patrol vehicle traveling at 25 m.p.h.
 - ii. 2000 feet for the target vehicle traveling at 60 m.p.h., with the patrol vehicle traveling at 50 m.p.h.

These tests shall use a single target vehicle on clear, dry, level roadway with no interference present. The antenna shall be mounted in all positions recommended by the manufacturer (see Item 3). For inside mounting positions—if any are recommended by the manufacturer—the patrol vehicle's windshield shall be clean both inside and out.

8. Moving-mode radar devices that possess the hold-switch (RF-standby) feature must also pass the following field test:

The radar unit shall be mounted in all positions recommended by the manufacturer (see Item 3). The patrol vehicle shall be traveling at 35 m.p.h., plus or minus 1 m.p.h., with the RF-standby switch in the standby mode. A single target vehicle shall approach the patrol vehicle at 50 m.p.h., plus or minus 1 m.p.h. When the distance between the patrol vehicle and target vehicle is approximately 500 feet, the RF-standby switch should be switched to the transmit mode. The radar device must obtain and display the correct patrol speeds and target speeds within one and one-half (1.5) seconds after the RF-standby switch is placed in the transmit mode. Specific test conditions shall be the same as those indicated in Item 5 above.

**PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT**

Michigan State Police
Revision January 29, 2002

9. The device shall possess the following features:
 - a. A display-segment test.
 - b. A Doppler-audio output that makes it useful to an operator in acquiring a target-tracking history for the full range of target and patrol speeds.
 - c. A mechanism that warns the operator that RF interference is present and also automatically blanks the display before spurious readings due to this interference are observed.
 - d. A mechanism that warns the operator that a low-voltage condition exists and also automatically blanks the display before spurious readings are observed due to this low-voltage condition and before there are any significant changes in the signal processing, Doppler-audio or display characteristics due to this low-voltage condition.
 - e. A three-foot power cable (or optionally up to five-feet long) which is hardwired to the radar device and fitted at the other end with a male cigar type plug, "Safco No. 20" or an approved alternate with power-line fuse mounted into the plug for easy access and replacement.
 - f. An on-off power switch and appropriate over-voltage protection.
 - g. A range control which has a variable control capable of providing an approximate linear response (zero to maximum) over the full range of settings.
 - h. A manual or automatic control for display window brightness for optimum visibility in both day and night operation.
10. The device shall not possess a manual speed-lock mechanism, unless (1) a second target-speed display window is present that permits the target's speed to be tracked through the lock condition and (2) provided the Doppler-audio output continues to track after the speed is locked. Tracking may cease once the device enters the RF-standby mode; i.e., the device no longer transmits electromagnetic energy.
11. Each radar device shall be accompanied by the following items:
 - a. An operator's manual.
 - b. Appropriate mounting brackets for safely securing the antenna and display module. Safety considerations must include the possible presence of driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.
 - c. A list of factory authorized repair facilities in Michigan and adjacent states. Also, a statement of policy concerning support of facilities that are not factory authorized that may be utilized to repair the radar devices.
12. Radar devices may contain the following standard or optional features:
 - a. An auxiliary speed display and lock with three (3) foot, four (4) foot, or five (5) foot connecting cable. (See Item 9 for special requirements if a speed-lock mechanism is present.)
 - b. An RF-standby switch, activated by an on-off toggle switch on a three (3) foot, four (4) foot, or five (5) foot connecting cable.
 - c. A service manual(s), to include complete schematics, printed circuit layout prints, parts list, and explanation of the technical theory of operation.
 - d. A luggage type carrying case.
 - e. An alternative power source (battery) complete with shoulder carrying strap and charger.
 - f. An alternative power cable(s) of four (4) foot or five (5) foot length.
 - g. An extended warrant and/or maintenance contract for up to five (5) years.
 - h. A spare and/or replacement outside-mounted antenna(s). (Note: The highest probability for equipment failure for two-piece radar devices is the antenna. Weather-proofed, outside-mounted antennas are very difficult to repair without damaging the weather proofing. As such, agencies might want to develop arrangements with the radar manufacturer to swap defective antennas with replacement antennas that are in proper working order and weather proofed. These replacement antennas may be new or re-conditioned. Antenna serial numbers may change during this exchange process, and this is permissible since only the serial numbers of display modules are placed on Task Force certificates.)
 - i. The "fastest-vehicle feature."
13. Radar devices shall be appropriate to the specific needs of the individual law enforcement agencies, the patrol vehicle(s) used, and the nature of the roadways on which the devices are operated.
14. The device shall be of rugged construction. Outside mounted antennas shall be weatherproof so as to prevent moisture and other forms of contamination from adversely affecting the device's performance or frequency of repair. And labels, connectors, switches, and dials shall be durable for the reasonable life of the device. Moreover, the device shall be capable of being maintained at a reasonable cost.

**PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT**

Michigan State Police
Revision January 29, 2002

Lidar Equipment

1. The lidar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). In order to promote these model specifications, the International Association of Chiefs of Police (IACP) maintains a CONSUMER PRODUCTS LIST that identifies all lidar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular lidar model meets those specifications will be that the device model is on IACP's CONSUMER PRODUCTS LIST.
2. The model shall be certified as Class 1 eye safe by the U.S. Department of Health and Human Services' Center for Devices and Radiological Health [Compliance Guide for Laser Products, U.S. Department of Health and Human Services, HHS Publication FDA 86-8260, September 1985 (or the latest revision of this document)]. (NOTE: Class 1 devices are considered eye-safe; i.e., these devices "have emissions in the ultraviolet, visible, and infrared spectra, and are limits below which biological hazards have not been established.")
3. The model shall comply with the limits for a Class A digital device as defined in Part 15C Radio Frequency Devices of the FCC Rules [Code of Federal Regulations: Telecommunication 47, Parts 0 to 19, U.S. Government Printing Office].
4. Hand-held devices shall only transmit laser energy when a finger-operated trigger is activated. When this trigger is released, the device shall cease to transmit energy. No mechanism shall exist to lock the trigger of a hand-held device in the transmit mode.
5. The highest minimum and lowest maximum range shall be 50 and 1,000 feet, respectively. (Note: This range requirement shall apply for a late-model, dark-colored, mid-sized automobile that is approaching the lidar.)
6. A means shall exist for the operator to verify that a device is in proper working order. Minimally, this verification procedure shall include the following:
 - a. Verify that the transmitted laser beam and the target-sighting optics are in proper alignment.
 - b. Verify that the device meets minimum target-range performance requirements.
 - c. Verify that the transmission, detection, timing, signal-processing, computation, and display circuitry are in proper working order with appropriate error indicators if a particular test fails.
7. The device shall not display any spurious (a.k.a., erroneous) readings due to either natural or man-made optical, electrical, or mechanical interference effects except for the panning effect, which constitutes improper operation of the device.
8. Standard items to be included with each device shall include: an operator's manual, all appropriate mounting brackets or supporting brackets, and a protective luggage-type carrying case to store and transfer the device.

**STANDARD FOR THE PROCUREMENT OF SPEED-MEASUREMENT EQUIPMENT**

**Michigan Speed Measurement Task Force
Revision July 10, 2000**

The goals of this standard are: First, to ensure that all speed-measurement devices procured by law enforcement agencies and subsequently used for speed-enforcement purposes can be operated in a trustworthy manner by a properly trained operator; second, to simplify its operation as much as possible; and third, to make it as useful as possible for speed enforcement purposes when used under a wide variety of operating conditions. While it is difficult to write a comprehensive set of performance specifications to describe a single ideal device, the Michigan Speed Measurement Task Force recommends that, as a minimum consideration, law enforcement agencies shall require that procured devices comply with the International Association of Chiefs of Police (IACP) Consumer Products List (CPL) test standards.

This Michigan Speed Measurement Task Force standards are intended to achieve the following objectives:

8. The device is determined to be accurate before it is initially placed in service.
9. A properly trained operator will have the opportunity to verify that the device is in proper working order at the beginning and end of each shift in which the device is used for speed-enforcement purposes.
10. A properly trained operator will have the best possible opportunity to use the device, coupled with the operator's own observations, to obtain an adequate target-tracking history before a motor vehicle operator is cited for a speeding violation.
11. The device exhibits the minimum possibility of displaying spurious target-speed display readings due to natural and man-made interference effects.
12. The device possesses an adequate target range.
13. The device is useful for its intended application; e.g., operating temperature range, display, blanking physical size, and mounting characteristics.
14. The device is ruggedly constructed and, consequently, able to withstand thermal, electrical and mechanical stresses that would be expected as the operator performs his/her regular duties.

Each law enforcement agency should determine which type and model best fits its particular set of needs. Consideration should be given to device performance; device size and mounting considerations; optional features and functions; compatibility with existing speed-measurement equipment used by the agency; operator training requirements; availability of repair facilities; repair and maintenance costs; and, finally the initial purchase price of each new device.

With respect to the procurement of speed-measurement devices, the Michigan Speed Measurement Task Force makes the following recommendations that:

1. Only speed measurement devices that appear on the IACP CPL should be purchased for use in Michigan.
2. All devices shall be electronically pre-tested by the manufacturer for compliance with the IACP standard before they are put into use in Michigan. Any additional testing, beyond the manufacturer's testing, can be achieved through the IACP.
3. The State of Michigan's Department of Management and Budget maintain an open bid contract for new speed-measurement equipment.
4. Speed-measurement device evidence be admissible in court only if the device used is certified, as determined by the Michigan Speed Measurement Task Force.
5. It is not necessary to have these devices periodically recertified because a properly trained operator will be able to determine when a specific device is malfunctioning.

The Consumer Products List can be found on the International Association of Chiefs of Police web site at www.theiacp.org/profassist/viewcpl.html.



ITEM LISTING

SPEED MEASUREMENT DEVICES, OPPOSITE DIRECTION

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
1.01		680-77-12	EA	<p>Radar Speed Measurement Devices; Three (3) Window Display, Multi-Piece, Moving and Stationary Modes, Opposite Direction.</p> <p>Per attached specifications, to include: Antenna Mounting Bracket(s); RF Stand-by Mode Switch, activated by a on-off toggle/push button switch on a Ten (10) Foot Cable; Associated Connecting Cable(s), and Protective Weather Cover (if necessary) for mounting the antenna in an interior mounting position as recommended by the radar manufacturer, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signals</u></p> <p><u>Model: PRO-1000DS</u> <u>Dual Antenna System</u></p> <p><u>Band: K</u></p> <p>Recycled Material Content 0%</p>	<u>\$ 929.00</u>
1.02			EA	<p>If the Speed Measurement Device offered on item 1.01 is equipped with Dual Antennas. Please quote the amount that may be deducted for deletion of one (1) antenna and associated mounting brackets and cables.</p>	<u>\$ 200.00</u>



ITEM LISTING

SPEED MEASUREMENT DEVICES, OPPOSITE DIRECTION

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
2.01		680-77-12	EA	<p>Radar Speed Measurement Devices; Three (3) Window Display, Multi-Piece, Moving and Stationary Modes, with Dual Antenna Ka Band or Capable of Ka Band, Opposite Direction.</p> <p>Per attached specifications, to include: Antenna Mounting Bracket(s); RF Stand-by Mode Switch, activated by a on-off toggle/push button switch on a Ten (10) Foot Cable; Associated Connecting Cable(s), and Protective Weather Cover (if necessary) for mounting the antenna in an interior mounting position as recommended by the radar manufacturer, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signals</u></p> <p><u>Model: Eagle</u> <u>Dual Antenna System</u></p> <p><u>Band: Ka Band</u></p> <p>Recycled Material Content 0%</p>	<u>\$1,229.00</u>
2.02			EA	<p>Please quote the amount that may be deducted for deletion of one (1) antenna and associated mounting brackets and cables.</p>	<u>\$ 350.00</u>



ITEM LISTING

SPEED MEASUREMENT DEVICES, SAME DIRECTION (K Band)

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
5.01		680-77-12	EA	<p>Radar Speed Measurement Devices; Three (3) Window Display, Dual Antenna, Multi-Piece, Moving and Stationary Modes, Same Direction.</p> <p>Per attached specifications, to include: Antenna Mounting Bracket(s); RF Stand-by Mode Switch, activated by a on-off toggle/push button switch on a Ten (10) Foot Cable; Associated Connecting Cable(s), and Protective Weather Cover (if necessary) for mounting the antenna in an interior mounting position as recommended by the radar manufacturer, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signals</u></p> <p><u>Model: Golden Eagle</u> <u>Dual Antenna System</u></p> <p><u>Band: K</u></p> <p>Recycled Material Content 0%</p>	<u>\$1,345.00</u>
5.02			EA	<p>Please quote the amount that may be deducted for deletion of one (1) antenna and associated mounting brackets and cables.</p>	<u>\$ 200.00</u>



ITEM LISTING

SPEED MEASUREMENT DEVICES, SAME DIRECTION (Ka Band)

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
5.01a		680-77-12	EA	<p>Radar Speed Measurement Devices; Three (3) Window Display, Dual Antenna, Multi-Piece, Moving and Stationary Modes, Same Direction.</p> <p>Per attached specifications, to include: Antenna Mounting Bracket(s); RF Stand-by Mode Switch, activated by a on-off toggle/push button switch on a Ten (10) Foot Cable; Associated Connecting Cable(s), and Protective Weather Cover (if necessary) for mounting the antenna in an interior mounting position as recommended by the radar manufacturer, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signals</u></p> <p><u>Model: Golden Eagle</u> <u>Dual Antenna System</u></p> <p><u>Band: Ka</u></p> <p>Recycled Material Content 0%</p>	<u>\$1,595.00</u>
5.02a			EA	<p>Please quote the amount that may be deducted for deletion of one (1) antenna and associated mounting brackets and cables.</p>	<u>\$ 325.00</u>



ITEM LISTING

SPEED MEASUREMENT DEVICES, SAME DIRECTION, DIRECTION SENSING

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
6.01		680-77-12	EA	<p>Radar Speed Measurement Devices; Three (3) Window Display, Dual Antenna, Multi-Piece, Moving and Stationary Modes, Same Direction, with Direction Sensing Capability.</p> <p>Per attached specifications, to include: Antenna Mounting Bracket(s); RF Stand-by Mode Switch, activated by a on-off toggle/push button switch on a Ten (10) Foot Cable; Associated Connecting Cable(s), and Protective Weather Cover (if necessary) for mounting the antenna in an interior mounting position as recommended by the radar manufacturer, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signals</u></p> <p><u>Model: Directional Golden Eagle Dual Antenna System</u></p> <p><u>Band: Ka</u></p> <p>Recycled Material Content 0%</p>	<u>\$2,600.00</u>
6.02			EA	<p>Please quote the amount that may be deducted for deletion of one (1) antenna and associated mounting brackets and cables.</p>	<u>\$ 350.00</u>



ITEM LISTING

SPEED MEASUREMENT DEVICES, HAND HELD LIDAR

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
7.01		680-77-12	EA	<p>Lidar (Laser) Speed Measurement Devices, Single-Piece, Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port, and Luggage Style Case</p> <p>Per attached specifications, to include: Coiled Power Cable approximately 12 Feet Long (Uncoiled); and Protective Weather Covering (if necessary) for outside use, and Certification Testing per attached Terms and Conditions.</p> <p><u>Make: Kustom Signal</u></p> <p><u>Model: ProLaser III</u> <u>With: Coiled Cord,</u> <u>Battery Handle</u> <u>Charger</u> <u>Case</u></p> <p>Recycled Material Content 0%</p>	<u>\$2,588.00</u>
7.02			EA	<p>Alternate Power Source: to include Battery, Charger, Carrying Case, Shoulder Strap. Unit to be self contained with exception charger.</p>	Included in Base Price
7.03			EA	<p>Data Collection System capable of downloading into Mapping Program.</p>	Not Available



OPTION ITEM LISTING

SPEED MEASUREMENT DEVICE OPTIONS

Please be advised that the State of Michigan request pricing for the following options. Prices shall not exceed the vendor's usual and customary charges. Furthermore, the State reserves the right to require the bidder to provide supportive documentation prior to award.

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
10.			EA	Upgrade to provide interface capabilities to Kustom Eye Witness In Car Video System, for Multi-Piece and/or Two-Piece Radar Devices	<u>\$ 100.00</u>
11.			EA	Tripod for Lidar (Laser) Devices Recycled Material Content 0%	<u>\$ 140.00</u>
12.			EA	Monopod for Lidar (Laser) Devices Recycled Material Content 0%	<u>\$ 120.00</u>
13.			EA	Luggage Type Case for Multi-Piece or Two Piece Radar Devices Recycled Material Content 0%	<u>\$ 85.00</u>
14.			EA	Luggage Type Case for Single Piece Radar Devices Recycled Material Content 0%	<u>\$ 85.00</u>
15.			EA	Luggage Type Case for Single Piece Lidar (Laser) Devices Recycled Material Content 0%	<u>\$ 85.00</u>

OPTION ITEM LISTINGSPEED MEASUREMENT DEVICE OPTIONS

Item No.	Quantity	Michigan Comm. No.	Unit	Description	Unit Price
16.			EA	Alternate Power Source: Battery and Charger w/case for use with Multi Piece or Two Piece Radar Devices. Recycled Material Content 0%	<u>\$ 150.00</u>
18.			EA	Alternate Power Source: Battery and Charger w/case for use with Single Piece Lidar (Laser) Devices Recycled Material Content 0% Extended Warranty and/or Maintenance, all parts and labor shall be furnished by the manufacturer for, Multi-Piece or Two Piece Radar Devices	<u>\$ 155.00</u>
19.			YR	3rd Year	<u>\$ 200.00</u>
20.			YR	4th Year	<u>\$ 230.00</u>
21.			YR	5th Year Extended Warranty and/or Maintenance, all parts and labor shall be furnished by the manufacturer for, Single Piece Lidar (Laser) Devices	<u>\$ 250.00</u>
25.			YR	3rd Year	<u>\$ 238.00</u>
26.			YR	4th Year	<u>\$ 275.00</u>
27.			YR	5th Year	<u>\$ 400.00</u>



Contractor Contacts:

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Dennis Millinoff

Phone (800) 458-7866

Inside Sales Rep. For Orders & Product Questions:

Mary Ann Ansaldo

Phone (800) 458-7866

Technical Support Specialist:

Factory Service Center

Phone (800) 835-0156, between 8:30 am and 5:30 pm Eastern Time, Monday through Friday

Website:

www.kustomsignals.com

Ordering/Customer Service:

Fax (913) 492-1703

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